SERFF Tracking Number:
 AULD-125796320
 State:
 Arkansas

 Filing Company:
 American United Life Insurance Company
 State Tracking Number:
 40368

Company Tracking Number: DISC-211/2901

TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium

Product Name: Accelerated Benefit Disclosures

Project Name/Number: Accelerated Benefit Disclosures/DISC-211/2901

# Filing at a Glance

Company: American United Life Insurance Company

Product Name: Accelerated Benefit Disclosures SERFF Tr Num: AULD-125796320 State: ArkansasLH TOI: L06I Individual Life - Variable SERFF Status: Closed State Tr Num: 40368

Sub-TOI: L06I.002 Single Life - Flexible Co Tr Num: DISC-211/2901 State Status: Approved-Closed

Premium

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Author: Ann Smith Disposition Date: 10/16/2008

Date Submitted: 09/26/2008 Disposition Status: Approved

Deemer Date:

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## **General Information**

Project Name: Accelerated Benefit Disclosures Status of Filing in Domicile: Pending

Project Number: DISC-211/2901 Date Approved in Domicile:
Requested Filing Mode: Informational Domicile Status Comments:
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Group Market Size:
Overall Rate Impact: Group Market Type:

Overall Rate Impact: Group Market T Filing Status Changed: 10/16/2008

Corresponding Filing Tracking Number:

State Status Changed: 10/16/2008

Filing Description:

Re: American United Life Insurance Company

NAIC #60895 and FEIN #35-0145825

Forms:

DISC-211/2901 Accelerated Benefit Disclosure Statement

CLAIM-211/2901 Disclosure for Accelerated Benefit At Time of Claim

The referenced forms are new and are submitted to you for information. These are disclosure forms to be used with

Company Tracking Number: DISC-211/2901

TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium

Product Name: Accelerated Benefit Disclosures

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Accelerated Death Benefit Rider, form number LR-211, approved by your department on September 8, 2008, SERFF # AULD-125790336. For your convenience, a copy of this rider is attached.

These forms are also currently pending with your department for Pioneer Mutual Life Insurance Company, SERFF # AULD-125796321.

Form number DISC-211/2901 will be given to the prospective insured at the time of application. Form number CLAIM-211/2901 will be sent to the policy owner at time of claim.

American United Life has reviewed the forms and believes, to the best of its knowledge, that the forms are both consistent with the laws and regulations of your state and in compliance with those laws and regulations. The forms contain no unusual or possibly controversial items deviating from normal company or industry standards.

# **Company and Contact**

#### **Filing Contact Information**

Ann Smith, Sr. Contract Analyst Ann.Smith@oneamerica.com
One American Square (317) 285-4223 [Phone]

Indianapolis, IN 46206

**Filing Company Information** 

American United Life Insurance Company CoCode: 60895 State of Domicile: Indiana

One American Square Group Code: 619 Company Type:

P.O. Box 7127

Indianapolis, IN 46206 Group Name: State ID Number:

(877) 285-7660 ext. [Phone] FEIN Number: 35-0145825

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# **Filing Fees**

Fee Required? Yes
Fee Amount: \$70.00
Retaliatory? Yes

Fee Explanation: \$35.00 per form X 2 = \$70.00

Per Company: No

SERFF Tracking Number: AULD-125796320 State: Arkansas

Filing Company: American United Life Insurance Company State Tracking Number: 40368

Company Tracking Number: DISC-211/2901

TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium

Product Name: Accelerated Benefit Disclosures

Project Name/Number: Accelerated Benefit Disclosures/DISC-211/2901

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

American United Life Insurance Company \$70.00 09/26/2008 22752063

Company Tracking Number: DISC-211/2901

TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium

Product Name: Accelerated Benefit Disclosures

Project Name/Number: Accelerated Benefit Disclosures/DISC-211/2901

# **Correspondence Summary**

# **Dispositions**

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/16/2008	10/16/2008

Company Tracking Number: DISC-211/2901

TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium

Product Name: Accelerated Benefit Disclosures

Project Name/Number: Accelerated Benefit Disclosures/DISC-211/2901

# **Disposition**

Disposition Date: 10/16/2008

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: DISC-211/2901

TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium

Product Name: Accelerated Benefit Disclosures

Project Name/Number: Accelerated Benefit Disclosures/DISC-211/2901

Item Type	Item Name	Item Status	<b>Public Access</b>
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Previously Approved Accelerated Benefit Rider	t	Yes
Form	Accelerated Benefit Disclosure Statemen	nt	Yes
Form	Disclosure For Accelerated Benefit At Time of Claim		Yes

Company Tracking Number: DISC-211/2901

TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium

Product Name: Accelerated Benefit Disclosures

Project Name/Number: Accelerated Benefit Disclosures/DISC-211/2901

## Form Schedule

Lead Form Number: DISC-211/2901

Review	Form	Form Typ	e Form Name	Action	Action Specific	Readability	Attachment
Status	Number				Data		
	DISC-	Other	Accelerated Benefit	Initial		0	I-20702 (AUL,
	211/2901		Disclosure Statemer	nt			PML)-
							proof3.pdf
	CLAIM-	Other	Disclosure For	Initial		0	I-20703 (AUL,
	211/2901		Accelerated Benefit				PML)-
			At Time of Claim				proof3.pdf

# **Accelerated Benefit Disclosure Statement**

Date

American United Life Insurance Company® a OneAmerica® company One American Square, P.O. Box 368 Indianapolis, IN 46206-0368 Pioneer Mutual Life Insurance Co. A stock subsidiary of American United Mutual Insurance Holding Company a OneAmerica® company 101 North 10th Street Fargo, ND 58102



☐ American United Life Insurance Company® (AUL)	☐ Pioneer Mutual Life Insurance Company (PML)				
This disclosure provides a brief description of the impo Benefit Rider. This disclosure is not a legal contract and contractual provisions.					
The benefit, payable to the owner, is allowed if the under the policy. A Qualifying Event is a specified n	o a portion of the death benefit of a life insurance policy. primary insured has a Qualifying Event while covered nedical condition that, in the absence of extensive or n of the Insured in twelve months or less from the date				
<ul> <li>The minimum Accelerated Benefit we will pay is \$5 (or \$500,000, if less) of the eligible amount.</li> </ul>	,000. The maximum Accelerated Benefit available is 50%				
There is no additional premium charge for this ride	There is no additional premium charge for this rider.				
<ul> <li>The amount of Accelerated Benefit paid will be disc under the policy.</li> </ul>	counted (reduced) to reflect the early payment of amounts				
<ul> <li>Payment of an Accelerated Benefit will affect your papplicable amounts of insurance will be reduced by of the eligible amount divided by the eligible amount</li> </ul>	a benefit ratio. The benefit ratio is the requested portion				
	be reduced if there is a policy loan outstanding on this e Benefit. The reduction in the Accelerated Benefit will be				
The Internal Revenue Service has not issued final d under the Accelerated Benefit Rider are treated for assistance from your personal tax advisor before ex	• •				
Insured's Name					
Cianatura of Ourner	at				
Signature of Owner	City/State				

DISC-211/2901 I-20702 (AUL, PML) 9/23/08

Writing Agent Signature

## Disclosure For Accelerated Benefit At Time Of Claim

Date

American United Life Insurance Company® a OneAmerica® company One American Square, P.O. Box 368 Indianapolis, IN 46206-0368 Pioneer Mutual Life Insurance Co. A stock subsidiary of American United Mutual Insurance Holding Company a OneAmerica® company 101 North 10th Street Fargo, ND 58102



		'	1
☐ American United Life Insurance	e Company® (AUL)	☐ Pioneer Mutual Life	nsurance Company (PML)
This disclosure provides a brief of Benefit Rider. This disclosure is n contractual provisions.			
The Accelerated Benefit Rider allo benefit, payable to the owner, is policy. A Qualifying Event is a sp treatment results in the death of	allowed if the primary in ecified medical condition	insured has a Qualifying on that, in absence of ext	Event while covered under the ensive or extraordinary medical
A. Consequences of this Bene	efit		
an option to accelerate the addition, exercising the op for these programs, or whi	al Security Income ("SS death benefit may affe tion to accelerate death ile you are receiving go lical Unit of your local I	SI") eligibility. The mere f ect your eligibility for the h benefits and receiving t overnment benefits, may	nsurance policy may affect act that you own a policy with se government programs. In hose benefits before you apply affect your initial or continued cance and the Social Security
This benefit may be taxabl	e. As with all tax matte	ers, a personal tax adviso	should be consulted.
B. Effect on Policy Values			
Cash values, loan values, a	and the death proceeds	will be reduced if you ac	celerate the death benefit.
1. Policy Values and Benef	its prior to payment of	the Accelerated Benefit:	
Policy Face Amount:	,	\$	
Policy Cash Value:		\$	
Outstanding Loan Balar	nce:	\$	
Premium:		\$	
Premium Mode:		\$	
2. Calculation of Accelerat	ed Benefit:		
Gross Amount to be Ac	celerated:	\$	
Interest Rate:			
Loan Repayment:		\$	
Processing Fee:		\$	
Net Amount Accelerated	d:	\$	
3. Policy Values and Benef	its after payment of the	e Accelerated Benefit:	
Policy Face Amount:	. ,	\$	
Policy Cash Value:		\$	
Outstanding Loan Balar	nce:	\$	
Premium:		\$	
Premium Mode:		\$	
Signature of Policy Owner		Signature of Carrier Rep	presentative
J		- J	

Date

Company Tracking Number: DISC-211/2901

TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium

Product Name: Accelerated Benefit Disclosures

Project Name/Number: Accelerated Benefit Disclosures/DISC-211/2901

# **Rate Information**

Rate data does NOT apply to filing.

Company Tracking Number: DISC-211/2901

TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium

Product Name: Accelerated Benefit Disclosures

Project Name/Number: Accelerated Benefit Disclosures/DISC-211/2901

# **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Certification/Notice 08/28/2008

Comments: Attachment:

ARactcert-Reg 6.pdf

Review Status:

Satisfied -Name: Previously Approved Accelerated 09/26/2008

Benefit Rider

Comments: Attachment:

LR-211 Accelerated Death Benefit Rider 2.pdf

#### STATE OF ARKANSAS

## **CERTIFICATION**

CARRIER: <u>AMERICAN UNITED LIFE INSURANCE COMPANY</u>

SUBMISSION: Forms: Accelerated Benefit Disclosure Statement &

Disclosure for Accelerated Benefit At Time of Claim

DATE: September 26, 2008

I hereby certify that to the best of my knowledge and belief the above submission conforms to Arkansas Regulation 6.

Jay B. Williams

Name

Vice President, Compliance

Title

## American United Life Insurance Company [One American Square Indianapolis, IN 46206]

#### ACCELERATED DEATH BENEFIT RIDER

NOTE: RECEIPT OF THE ACCELERATED DEATH BENEFIT MAY BE TAXABLE. PLEASE SEEK ASSISTANCE FROM A PERSONAL TAX ADVISOR.

Payment of the accelerated Death Benefit under the terms of this rider will reduce the Death Benefit, the Account Value, Cash Value, the Cash Surrender Value, and the Cost of Insurance.

This rider is a part of the policy to which it is attached. The Policy Date of this rider is the same as the Policy Date of the policy unless otherwise stated on the Policy Data Page. The rider's provisions shall control when there is a conflict between this rider and the policy.

#### **Definitions-**

**Benefit Ratio.** Is the acceleration percentage which is the result of dividing (a) by (b) where;

- (a) is the requested portion of the Eligible Amount subject to the limitations as shown in the Benefit Amount section of this rider; and
- (b) the Eligible Amount.

**Immediate Family.** Is the spouse, child, brother, sister, parent or grandparent of the Insured or the Owner. This includes adopted, in-law and step-relatives.

**Insured.** As used in this rider, the Insured is the same as the Insured for the policy.

**Eligible Amount.** Is the Death Benefit of the policy at the time the first Notice of Claim is received at our Home Office. The benefit under this rider extends only to the Insured under the policy and not to any other individual covered for additional benefits.

**Physician**. Physician means any licensed practitioner who is legally qualified and licensed by the state in which he or she is practicing and is operating within the scope of that license. Physician must be a person other than the Insured or Owner, a member of the Insured's or Owner's Immediate Family or a business associate.

**Qualifying Event.** A specified medical condition that, in the absence of extensive or extraordinary medical treatment, results in a drastically limited life span. A drastically limited life span is a life span of twelve (12) months or less.

**Benefit** – If the Insured has a Qualifying Event while covered under the policy to which this rider is attached, the Owner may request payment of the accelerated Death Benefit subject to the conditions of this rider.

**Conditions** – To be eligible to receive an acceleration of Death Benefit:

- (1) The policy must be in force other than as extended term or reduced paid-up; and
- (2) The Insured must have a Qualifying Event while covered under the policy to which this rider is attached; and
- (3) We receive Proof of Qualifying Event; and
- (4) Prior to the payment of the accelerated Death Benefit, we will obtain from any assignee other than ourselves or any irrevocable beneficiary a signed acknowledgement agreeing to the payment of the acceleration of Death Benefit.

#### **Benefit Amount-**

The minimum accelerated Death Benefit amount available on the policy is \$5,000. The maximum accelerated Death Benefit amount available is the lesser of \$500,000 or 50% of the Eligible Amount.

The requested portion of the Eligible Amount will be subject to the following adjustments and deductions:

- (1) We will pay the present value of the policy Death Benefit that is being accelerated. An actuarial discount based on mortality and interest will be deducted from the requested portion of the Eligible Amount. This discount reflects the early payment of the amounts of the Death Benefit that is being accelerated. It will be based on mortality rates and an annual interest rate which have been declared by us and the Cost of Insurance rates, which are in effect as of the date Notice of Claim is received at our Home Office. The maximum interest rate used shall be the greater of the current yield on ninety (90) day treasury bill or a variable rate determined in accordance with the NAIC Model Policy Loan Interest Rate Bill (#590).
- (2) If on the date we approve your request, there is a policy loan outstanding on the policy, we will apply a portion of the accelerated Death Benefit to repay the loan. The amount used to repay the loan will not exceed the amount of the outstanding policy loan multiplied by the Benefit Ratio.
- (3) An administrative fee of not more than \$250.

#### **Effect of Benefit Payments** – When benefits are paid:

- (1) The Death Benefit will be reduced by the amount of the Death Benefit being accelerated.
- (2) The Total Face Amount, Account Value, any outstanding policy loans, Cash Value, and Cash Surrender Value will be reduced by the Benefit Ratio. The

- reduction in Account Value will be made from the Investment Accounts and the Fixed Account in proportion to your amounts in each account.
- (3) The Cost of Insurance will be reduced to the Cost of Insurance that would apply had the policy been issued at the reduced amount.
- (4) When a part of the Death Benefit remains after the payment of the accelerated Death Benefit the following applies:
  - (A) The policy will be modified by us and the endorsement will include a statement of Cash Values, policy loans, premiums, COI charges and Death Benefit:
  - (B) If dividends on the policy are credited, this credit will not be affected by the acceleration of Death Benefits
- (5) Prior to or beginning with the election to accelerate the Death Benefit, the Owner and any irrevocable beneficiary will be provided a statement showing the effect of this acceleration on the Cash Value, Death Benefit, premium, COI charges (see 3 above), and any outstanding policy loans. It will include any premium or COI charges necessary to continue coverage following acceleration, and all expenses and charges associated with the acceleration.

#### Payment of Benefit-

- (1) The payment of the acceleration of Death Benefit will be remitted as a single lump sum. Payment is due upon receipt of the written Proof of Qualifying Event.
- (2) The amount payable as a lump sum will be at least equal to the Benefit Ratio multiplied by the current policy Cash Surrender Value. The current Cash Surrender Value shall include any termination dividend payable on the surrender of the policy.
- (3) If the Owner has requested the acceleration of the Death Benefit and we are notified of the Insured's death before we remit payment, the request for the acceleration of the Death Benefit will be cancelled and the Death Benefit will be paid according to the policy.
- (4) The accelerated Death Benefit is paid to the Owner or the Owner's estate while the Insured is living, unless the benefit has been otherwise assigned or designated by the Owner.

**Notice of Claim -** Written request for the acceleration of the Death Benefit and Proof of Qualifying Event must be given to us at any time after the date the Insured has a Qualifying Event. The notice must identify the Insured and be sent to us at our Home Office.

**Claim Forms -** After we receive your request, we will send claim forms within 15 days. If we do not, the Proof of Qualifying Event will be met if written proof of the Qualifying Event is sent to us at our Home Office. Written proof will include covering the occurrence, the character and extent of the occurrence of the Qualifying Event.

**Proof of Qualifying Event** – We must receive proof of the Insured's Qualifying Event before we will make an accelerated Death Benefit payment. This proof will include a properly completed Claim Form and a Physician's statement acceptable to us. We may request additional medical information from the Physician acceptable to us detailing the nature and extent of the Qualifying Event.

**Physical Examination -** We have the right to require a second or third medical opinion to confirm eligibility for payment of the accelerated Death Benefit. The second or third opinion is at our expense and may include a physical examination by a Physician designated by us. If there are conflicting opinions, eligibility for benefits shall be determined by a third medical opinion that is mutually acceptable to the Insured and us.

**Incontestability -** This rider will not be contested after it has been in force during the lifetime of the Insured for two years from the Policy Date, except for fraud when permitted by applicable law in the state where the policy is delivered or issued for delivery.

**Nonforfeiture Values -** This rider does not have any Account Value, Cash Value, Cash Surrender Value, or loan value.

**Reinstatement -** If the policy is reinstated, this rider will also be reinstated provided the maximum accelerated Death Benefit has not been paid under this rider.

**Termination** – This rider terminates on the earliest of the following dates:

- (1) The date of termination of the policy;
- (2) The date the Insured dies;
- (3) Upon written request of the policy Owner;
- (4) The date the policy lapses or is exchanged for a paid-up policy; and/or
- (5) The date the maximum accelerated Death Benefit is paid.

Termination of the rider will not prejudice the payment of the accelerated Death Benefit for the Qualifying Event that occurred while the rider was in force.

Signed for American United Life Insurance Company® by,

Secretary Secretary